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4 BILL NO. S-78-01-08

5 SPECIAL ORDINANCE NO. S- 09-78

6 AN ORDINANCE approving a contract with
7 L. W. Dailey, Inc., for Resolution No.
5786-1977.

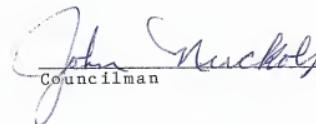
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That the contract dated December 22, 1977,
11 between the City of Fort Wayne, by and through its Mayor and the
12 Board of Public Works and L. W. Dailey, Inc., for:

13 Resolution No. 5786-1977: To improve concrete
14 pavement adjacent to and fronting property -
2305, 2207, and 2215 Springfield Avenue.

15 for a total cost of \$6,585.00, which will be paid from MVH Funds,
16 all as more particularly set forth in said contract which is on
17 file in the Office of the Board of Public Works and is by ref-
18 erence incorporated herein, made a part hereof and is hereby in
19 all things ratified, confirmed and approved.

20 SECTION 2. This Ordinance shall be in full force and
21 effect from and after its passage and approval by the Mayor.
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26 Councilman
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29 APPROVED AS TO FORM
30 AND LEGALITY
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SIGNATURE
CITY ATTORNEY

Read the first time in full and on motion by Nuckles, seconded by Stev, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 1-10-78

Charles W. Witterman
CITY CLERK

Read the third time in full and on motion by Nuckles, seconded by Ringa, and duly adopted, placed on its passage.

PASSED ~~(POST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-24-78

Charles W. Witterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. 8-09-78 on the 24th day of January, 1978.
ATTEST: (SEAL)

Charles W. Witterman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th
day of January, 1978, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Witterman
CITY CLERK

Approved and signed by me this 31st day of January, 1978,
at the hour of 10:30 o'clock A M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-01-08

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with L.W. Dailey, Inc., for Resolution No. 5786-1977

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance doth PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

1-24-78 CONCURRED IN
DATE

CONTRACT

65-187-8

12-22-77

This Agreement, made and entered into this 22 day of Dec., 1977

by and between

-----L. W. DAILEY, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
prove Resolution No. 5786-1977: To improve concrete pavement adjacent to and
fronting property - 2305, 2207, and 2215 Springfield Avenue.

by grading and paving the roadway to a width of ----- feet with XXXXXX
XXXXXX
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5786-77 and at the following price per linear foot.

At the following prices:

Pavement Removal (Concrete)	Five dollars and sixty cents per square yard	5.60
Type O Compacted Aggregate (#73)	Ten dollars and no cents per ton	10.00
Plain Concrete Pavement (8")	Eighteen dollars and no cents per square-yard	18.00
Casting adjusted to grade	One hundred and twenty-five dollars and no cents for each	125.00
Sodding (Nursery)	Three dollars and no cents per square yard	3.00
TOTAL	Six thousand five hundred eighty-five dollars and no cents	6,585.00

The Contractor will furnish immediately a certificate from the Industrial Board of
the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's
Compensation Act, approved March 1st, 1929, in accordance with Section 14 of the
Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated
Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment
under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5786-77 the plans, profiles, specifications and the contractor's bid thereon on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

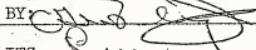
IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this

day of May, 1978

L. W. DAILLY, INC.

BY 

ITS:

 Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Improvement Resolution FOR STREET OR ALLEY

5786 - 1977

No. —

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve Concrete pavement adjacent to and fronting property -
2305, 2207, and 2215 Springfield Avenue

Properties of

to the property line of

including curbs
By draining, curbing, grading and paving the roadway to a uniform width of twenty-seven (27) feet /
with ~~Sheet Asphalt~~ ~~Asphalt~~ ~~Concrete~~ ~~Open~~ ~~Top~~ ~~(C)~~ ~~concrete~~ ~~foundations~~ ~~sur~~ ~~top~~ ~~concrete~~
or with ~~Sheet Asphalt~~ ~~Asphalt~~ ~~Concrete~~ ~~Open~~ ~~Top~~ ~~(C)~~ ~~concrete~~ ~~foundations~~ ~~sur~~ ~~top~~ ~~concrete~~

8" Concrete Pavement:

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

100% City Paid

The total cost of said improvement, excepting the cost of street and utility intersections, shall be assessed upon the real estate abutting thereon, and the same shall be levied and collected in the same manner as other property within 150 feet of the line of the proposed street and utility, and paid into the City of Ruth Wagner Fund, to the extent of the cost of the street and utility, as follows: According to the method and manner provided for in such bill of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1896, and the provisions of all Acts relating thereto and supplement thereto;

payments of deferred taxes due the paid in taxes and instalments, with interest at the rate of five (5) percent per annum. A certificate shall be issued for the amount of payment of such work, unless the property owner pays his assessment for such land and a deed is issued under no circumstance shall the City and County be held responsible for any such structure from said property owner or anyone for whom he is a trustee or for the collection of the same, or for the payment of such bond, claim, certificate or certificate is issued to such contractor in payment for such work, except for such money as shall have been actually received by the city from the assessments for such improvement, or to such work as is required to be done, and is not required to pay such price as is paid for such work in the making of said improvement, or assessment on property, or taxes on assessments and is situated on bonds, therefore, shall be used, provided the same above entitled record and all amendments thereto and supplements thereto.

Adopted, this _____ day of _____

BOARD OF PUBLIC WORKS:

GUARANTY BOND

Know All Men by These Presents, That we _____
-----L. W. DAILEY, INC.----- Contractors
as principal, and _____
-----ST. PAUL FIRE AND MARINE INSURANCE COMPANY----- as surety
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIX THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS-----

-----(\$ 6,585.00)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----L. W. DAILEY, INC.-----
did on the _____ day of _____
_____, enter into a contract with the City of Fort Wayne to construct a
Pavement
on Resolution No. 5786-77: Street Name To improve concrete pavement
adjacent to and fronting property - 2305, 2207, and 2215 Springfield Avenue.

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

-----L. W. DAILEY, INC.----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 13th day of December, 1977

Yaste, Zent & Rye, Inc.
Authorized Agents

L. W. DAILEY, INC.

(SEAL)

BY: John W. Dailey (SEAL)
St. Paul Fire & Marine Insurance Company
ITS: Jane J. Ross (SEAL)
Attorney-in-fact

Approved this _____ day of _____

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____
L. W. DAILEY, INC. _____

as principal, and _____
ST. PAUL FIRE AND MARINE INSURANCE COMPANY _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of **SIX THOUSAND**
FIVE HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ 6,585.00)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 13th day of December, 1977

L. W. DAILEY, INC. (SEAL)

Yaste, Zent & Rye, Inc.
Authorized Agents

BY: John Zent (SEAL)

St. Paul Fire & Marine Insurance Company

ITS: Lane & Rye (SEAL)

Attorney-in-fact (SEAL)

Approved this _____ day of _____

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

December 7, 1977

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935. have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	11.70	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING)	S	9.85		68		7	2if
(HIGHWAY)	S	10.08	45	35		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.30	40	18+30		6	
ELEVATOR CONSTRUCTOR	S	10.18	49½	32	8%	2	
GLAZIER	S	9.53	12		40	4	25¢ Holiday
IRON WORKER	S	10.75	75	85		1	2if
LABORER (BUILDING)	S-SS	7.25-7.55	60	45		9	
(HIGHWAY)	US	7.15-8.00	60	45		9	
(SEWER)	S-SS	7.15-7.95	60	45		8	
LATHER	S	8.20		25		1	2if
MILLWRIGHT & PILEDRIVER	S	10.18		68		7	2if
OPERATING ENGINEER (BUILDING)	S-SS	7.90-11.00	40	55		8	
(HIGHWAY)	US	7.96-10.30	40	40		8	
(SEWER)	S-SS	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢ misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-9.45					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	10.54	40	35		4	13if
TEAMSTER (BUILDING)	S-SS	8.68-9.63	23.00pw	28.00pw			
(HIGHWAY)	US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF September 1977

Warren T. Kepler
REPRESENTING GOVERNOR, STATE OF INDIANA
Henry P. Whiting
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ST. PAUL, MINNESOTA
CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye, Leonard Shirley, Josephine E. Stackhouse, Lane I. Ross, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,--Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and

its corporate seal to be affixed by its authorized officer, this 5th day of January A. D. 19 76

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey

} ss.

S. J. Innes
Vice President.

On this 5th day of January 19 76, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. Innes
V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of December

19 77

J. H. Bran
Secretary.

*Unlimited as to character and amount.

10870 CPS Rev. 10-74 Printed in U.S.A.

The Contractor will furnish immediately a certificate from the Industrial Board of Compensation Act, approved March 14, 1929, in accordance with Section 71-10-21.

3932

TITLE OF ORDINANCE CONTRACT - STREET IMPROV. RESOL. NO. 5786-77 - SPRINGFIELD AVENUE, L. W. DAILEY, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5786-77, IMPROVING

CONCRETE PAVEMENT ADJACENT TO AND FRONTING PROPERTY 2305, 2207 AND 2215 SPRINGFIELD AVENUE

L. W. DAILEY, INC., CONTRACTOR, IN THE AMOUNT OF \$6,585.00

S-78-01-08

(CONTRACT ATTACHED)

EFFECT OF PASSAGE CORRECTION OF PAVEMENT FOUND DEFECTIVE IN FRONT OF 2305, 2207 & 2215

SPRINGFIELD AVENUE

EFFECT OF NON-PASSAGE INABILITY TO CORRECT ABOVE PAVEMENT PROBLEM

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$6,585.00 FROM MVH FUNDS

ASSIGNED TO COMMITTEE

EP

Outlaw Works